

**TAB 6**

## Expert Witness Retention Contract

**1. Parties.** This contract is made between Dr. Alexander Marmureanu ("Expert")/California Heart & Lung Surgery Medical Center, Inc., and the Law Firm of

Allred, Maroko & Goldberg ("Client")

regarding the underlying legal matter of

Mark Snookal v. Chevron USA, Inc. on behalf of Plaintiff, Mark Snookal.

### **2. Expert's Fees and Expenses.**

The parties agree that the fee for all time Expert spends on the case will be compensated at a rate according to the fee schedule (attached).

### **3. Payment Terms.**

a. All payments are to be made to:  
California Heart & Lung Surgery Medical Center, Inc.  
Expert's Taxpayer ID# is: 05-0537534

b. The *non-refundable* retention retainer amount is **\$5,000**. Expert will invoice against this retainer. This non-refundable retainer amount is the minimum fee due to the Expert and is earned upon receipt. This Contract does not become effective until Expert receives the retainer.

c. All invoices must be paid within 30 days.

d. Overdue invoices will accrue interest at a rate of 1.5% per month.

e. All fees must be paid in full before any report is released to Client (or other parties), before deposition(s) or before any trial testimony. Expert is under no contractual duty to appear for deposition or to testify and provide opinions until Expert has been paid in full for all outstanding services performed and expenses incurred on behalf of Client.

### **4. Document/Evidence Retention.**

Expert shall have no duty to retain any documents, reports, evidence, transcripts, exhibits, e-mails, electronic files or other materials from the underlying legal matter.

### **5. Disputes.**


Any controversy, claim or dispute arising out of or relating to this Contract, shall be resolved through binding arbitration conducted in accordance with the rules of ARC in Los Angeles County. In any arbitration or court proceeding, the prevailing party shall be entitled to recover all its attorneys' fees and costs, including any collection costs.

### **6. Miscellaneous.**

Each party agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without the other party's prior approval. Expert is under no duty to work for successor law firms on the underlying legal matter. This Contract may be terminated by written notice from one party to the other, but any fees, expenses, or interest due to Expert remain payable to Expert and any outstanding balance continues to accrue interest until paid. This Contract represents the entire understanding between the Expert and Client, and can only be changed by writing. The individual signing this contract on behalf of Client represents and warrants that he/she is duly authorized to bind Client.

EXPERT, by:

CLIENT, by:

  
Signature

  
Signature

Alexander Marmureanu  
Print Name

Olivia Flechsig  
Print Name

Date: \_\_\_\_\_

Date: 8/30/2024

**ALEXANDER RIDM563R MUREANU, MD**

Diplomate, American Boards of Surgery and Thoracic Surgery  
Thoracic and Cardiovascular Surgery

October 9, 2024

**Bill to:**

Olivia Flechsig, Esq.  
ALLRED, MAROKO & GOLDBERG  
6300 Wilshire Boulevard, Suite 1500  
Los Angeles, CA 90048  
(323) 653-6530

**Case: Snookal v. Chevron**

Description	Time	Amount
Review of Legal Documents: <ul style="list-style-type: none"> <li>• Dr. Levy Deposition &amp; Exhibits</li> <li>• Medical Suitability for Expatriate Assignment History &amp; Physical Exam</li> <li>• Physical Requirements and Working Conditions</li> <li>• Expatriate Exam Recommendations</li> <li>• Complaint for Damages</li> <li>• Assignment Offer</li> <li>• Job Description</li> <li>• Employee Mental Health Questionnaire</li> <li>• Request for Medical Service</li> <li>• Email Communications</li> <li>• Kim, Joon Bum, et al. "Risk of rupture or dissection in descending thoracic aortic aneurysm." <i>Circulation</i> 132.17 (2015): 1620-1629.</li> </ul> Review of Medical Records <ul style="list-style-type: none"> <li>• Kaiser Permanente Medical Records &amp; Imaging Studies               <ul style="list-style-type: none"> <li>○ CT Angiogram Report</li> <li>○ ECHO Report</li> <li>○ Chest CT</li> <li>○ Chest X-ray</li> </ul> </li> <li>• Holter Monitor Results</li> <li>• Work Letter by Dr. Khan</li> <li>• Immunization Records</li> <li>• Quest Lab Results</li> <li>• Access Medical Group (Chevron) Medical Examination</li> </ul>	4 hours	\$
Literature Research	2 hours	\$
Phone Conferences	2 hours	\$
Writing of Expert Report	4 hours	\$
<i>Retainer Received</i>	-	-\$5,000
<b>Total</b>		<b>\$4,600</b>

**Please make check payable to:**  
Alexander Marmureanu MD.  
California Heart & Lung Surgery

**Forward to:**  
6253 Hollywood Blvd Ste 1108  
Los Angeles, CA 90028

**ALEXANDER R. MARMUREANU, MD**

Diplomate, American Boards of Surgery and Thoracic Surgery  
Thoracic and Cardiovascular Surgery

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January 29, 2025

Bill to:

Olivia Flechsig, Esq.

ALLRED, MAROKO &amp; GOLDBERG

6300 Wilshire Boulevard, Suite 1500

Los Angeles, CA 90048

(323) 653-6530

**Case: Snookal v. Chevron**

Description – Preparation for Deposition	Time	Amount
<b>Review of Depositions &amp; Exhibits:</b> Dr. Ujomoti Akintunde	3.5 hours	\$2800
Review of Medical Records Review of Literature Review of Court Documents Review of Expert Report	6 hours	\$4800
Phone Conference with Attorneys 1.29.25	0.5 hours	\$400
<b>Total</b>		<b>\$8000</b>

*Please make check payable to:*  
*Alexander Marmureanu MD.*  
*California Heart & Lung Surgery*

*Forward to:*  
*6253 Hollywood Blvd Ste 1108*  
*Los Angeles, CA 90028*

**ALEXANDER R. MARMUREANU, MD**  
Diplomate, American Boards of Surgery and Thoracic Surgery  
Thoracic and Cardiovascular Surgery

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July 18, 2025

**Bill to:**

Olivia Flechsig, Esq.  
ALLRED, MAROKO & GOLDBERG  
6300 Wilshire Boulevard, Suite 1500  
Los Angeles, CA 90048  
(323) 653-6530

**Case: Snookal v. Chevron**

Description – Preparation for Deposition	Time	Amount
Preparation for Phone Conference 7.15.25	1 hour	\$800
Phone Conference with Attorney 7.16.25	0.5 hours	\$400
Phone Conference with Mr. Snookal 7.17.25	1 hour	\$800
<b>Total</b>	<b>2.5 hours</b>	<b>\$2,000</b>

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*California Heart & Lung Surgery*

*Forward to:*  
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*Los Angeles, CA 90028*

<ul style="list-style-type: none"><li>Deposition of Dr. Victor Adeyeye - Vol. 2 with Exhibits</li></ul>	4 hours	\$3200
Review of Literature Data Provided by Defense		
<ul style="list-style-type: none"><li>Studies Relied Upon by Dr. Adeyeye:<ul style="list-style-type: none"><li>Epidemiology of fatal ruptured aortic aneurysms in the United States</li><li>Two-dimensional and Doppler echocardiographic evaluation of patients presenting at Obafemi Awolowo University Teaching Hospitals Complex, Ile-Ife, Nigeria: a prospective study of 2501 subjects</li></ul></li></ul>	4 hours	\$3200
Phone Conferences & Email Communications	5.5 hours	\$4400
Cancellation of Trial Day #2 - \$10,000 as per fee schedule attached, due to cancellation less than 14 business days prior to scheduled testimony	-	\$10,000
<b>Total</b>		<b>\$62,800</b>

*Please make check payable to:  
Alexander Marmureanu MD.  
California Heart & Lung Surgery*

*Forward to:  
6253 Hollywood Blvd Ste 1108  
Los Angeles, CA 90028*



Anthony E. Reading, PhD

ID #:5643

Clinical & Forensic Psychology462 North Linden DriveSuite 445Beverly Hills, CA 90212Phone 310 276-3545Facsimile 310 276-3677E-Mail aereading@aereading.com

Re: \_\_\_\_\_

I appreciate your decision to retain me as your expert. My engagement is limited to the matter identified above. The services I may provide include review of records, conduct a clinical interview, administer psychological testing, prepare a written report, testimony at trial and deposition, together with conferences regarding my findings and conclusions. My effectiveness will depend upon having access to necessary records and documents and I will prepare a list of those that I need.

My fees for services rendered are set out on the attached fee schedule. I will send you monthly invoices and expect to be paid within 30 days of receipt. In the event an invoice is not paid within 30 days, I reserve the right to add an interest charge, compounded monthly, to all overdue amounts. Because of the potential for cross examination on the grounds of financial bias, I require that all of my invoices be paid in full prior to giving testimony. In the event of nonpayment of my invoices, you agree that I may withdraw my services regardless of whether I have been designated as an expert. It is also agreed that in the event I must initiate legal action to recover unpaid fees, the prevailing party in such litigation will also recover costs of litigation and reasonable attorney fees.

It is also my practice to require an initial retainer in the amount of \$5,000 to be applied to the final billing for my services in this matter. Consultations usually require me to set aside significant amounts of time and so 48-hour cancellation is required to avoid being charged a cancellation fee of \$1,500. In the event no work is performed on the matter identified above \$4,000 of the retainer will be refunded.

I look forward to working with you.

Sincerely,



Anthony E Reading PhD

On behalf of the below named law firm, I accept the terms and conditions set forth in the letter and agree to be bound by them.

\_\_\_\_\_  
Signature of Attorney\_\_\_\_\_  
Date



**Anthony E Reading, PhD**  
**REMIT PAYMENT TO:**  
**500 N Estrella Pkwy Ste B2 Box 481**  
**Goodyear, AZ 85338-4136**  
**(310)276-3545**

**Bill To:**

Ashley Morrison  
ALLRED, MAROKO & GOLDBERG  
6300 Wilshire Blvd., Suite 1500  
Los Angeles, CA 90048

**Bill as of :** Mar 1, 2025

<b>Date</b>	<b>Transaction</b>	<b>Units</b>	<b>Charge</b>	<b>Total Owed</b>
	Previous Balance			(\$4,805.00)
2/3/2025	Deposition Review	2.5	\$1,625.00	\$1,625.00
2/6/2025	Legal Consult	3.5	\$2,275.00	\$2,275.00
2/6/2025	MMPI-3	1	\$260.00	\$260.00
2/6/2025	PAI	1	\$260.00	\$260.00
2/6/2025	TSI-2	1	\$260.00	\$260.00
2/19/2025	Report Preparation	3	\$1,950.00	\$1,950.00
2/20/2025	Dictation	0.5	\$325.00	\$325.00
2/21/2025	Report Preparation	2	\$1,300.00	\$1,300.00
2/23/2025	Report Preparation	2	\$1,300.00	\$1,300.00
2/24/2025	Report Preparation	0.5	\$325.00	\$325.00
			\$9,880.00	\$5,075.00

**Please Pay this Amount:**

**\$5,075.00**

Re: Mark Snookal

**Anthony E Reading, PhD**

**Anthony E Reading, PhD**  
**REMIT PAYMENT TO:**  
**500 N Estrella Pkwy Ste B2 Box 481**  
**Goodyear, AZ 85338-4136**  
**(310)276-3545**

**Bill To:**

Ashley Morrison  
ALLRED, MAROKO & GOLDBERG  
6300 Wilshire Blvd., Suite 1500  
Los Angeles, CA 90048

**Bill as of :** May 1, 2025

<b>Date</b>	<b>Transaction</b>	<b>Units</b>	<b>Charge</b>	<b>Total Owed</b>
	Previous Balance			\$0.00
4/2/2025	File Review	0.5	\$325.00	\$325.00
			\$325.00	\$325.00

**Please Pay this Amount:** \$325.00

Re: Mark Snookal

**Anthony E Reading, PhD**

**Anthony E Reading, PhD**  
**REMIT PAYMENT TO:**  
**500 N Estrella Pkwy Ste B2 Box 481**  
**Goodyear, AZ 85338-4136**  
**(310)276-3545**

**Bill To:**

Ashley Morrison  
ALLRED, MAROKO & GOLDBERG  
6300 Wilshire Blvd., Suite 1500  
Los Angeles, CA 90048

**Bill as of :** Jul 1, 2025

<b>Date</b>	<b>Transaction</b>	<b>Units</b>	<b>Charge</b>	<b>Total Owed</b>
	Previous Balance			\$0.00
6/25/2025	Deposition Review	0.5	\$325.00	\$325.00
			\$325.00	\$325.00

**Please Pay this Amount:** \$325.00

Re: Mark Snookal

**Anthony E Reading, PhD**

**Anthony E Reading, PhD**  
**REMIT PAYMENT TO:**  
**500 N Estrella Pkwy Ste B2 Box 481**  
**Goodyear, AZ 85338-4136**  
**(310)276-3545**

**Bill To:**

Ashley Morrison  
ALLRED, MAROKO & GOLDBERG  
6300 Wilshire Blvd., Suite 1500  
Los Angeles, CA 90048

**Bill as of :** Aug 1, 2025

Date	Transaction	Units	Charge	Total Owed
	Previous Balance			\$325.00
7/12/2025	Report Preparation	1.5	\$975.00	\$975.00
7/30/2025	Payment			(\$325.00)
			\$975.00	\$975.00

**Please Pay this Amount:** \$975.00

Re: Mark Snookal

**Anthony E Reading, PhD**

**Anthony E Reading, PhD**  
**REMIT PAYMENT TO:**  
**500 N Estrella Pkwy Ste B2 Box 481**  
**Goodyear, AZ 85338-4136**  
**(310)276-3545**

**Bill To:**

Ashley Morrison  
ALLRED, MAROKO & GOLDBERG  
6300 Wilshire Blvd., Suite 1500  
Los Angeles, CA 90048

**Bill as of :** Sep 4, 2025

<b>Date</b>	<b>Transaction</b>	<b>Units</b>	<b>Charge</b>	<b>Total Owed</b>
	Previous Balance			\$975.00
8/15/2025	Court Preparation	2	\$1,300.00	\$1,300.00
8/17/2025	Court Preparation	5	\$3,250.00	\$3,250.00
8/20/2025	File Review	2	\$1,300.00	\$1,300.00
8/21/2025	Court Preparation	2	\$1,300.00	\$1,300.00
8/22/2025	Court Testimony - Half Day	1	\$4,000.00	\$4,000.00
8/22/2025	Travel	1	\$650.00	\$650.00
8/22/2025	Parking	0	\$20.00	\$20.00
8/22/2025	Payment			(\$975.00)
			\$11,820.00	\$11,820.00

**Please Pay this Amount:** **\$11,820.00**

Re: Mark Snookal

**Anthony E Reading, PhD**

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BAUM ECONOMICS LLC

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Charles L. Baum II, Ph.D.  
Baum Economics LLC  
2930 Cherry Blossom Lane  
Murfreesboro, Tennessee 37129

Dolores Y. Leal  
6300 Wilshire Blvd., Ste 1500  
Los Angeles, CA 90048

May 13, 2024

RE: Retainer Agreement

Dear Ms. Leal,

Thank you for your interest in my work. I am an economic consultant and a member of Baum Economics LLC. I provide economic analyses, litigation reports, and expert testimony.

I am a professor of economics and finance at Middle Tennessee State University. I have a Ph.D. in economics from the University of North Carolina at Chapel Hill and a B.A. in political science and a B.A. in economics from Wake Forest University. Any opinions I develop in this case do not represent the opinions of MTSU, UNC, or Wake Forest. My curriculum vitae is provided separately.

I agree to act as an expert witness in your employment case. This agreement confirms that I am being retained to provide an economic analysis and litigation report in this matter and to act as a testifying expert at your request. I agree to provide deposition testimony and trial testimony.

I am not aware of any conflicts in this engagement and will notify you immediately if I become aware of a conflict.

The cost associated with my analysis and report will be billed at \$275 per hour, in accordance with my fee schedule. Your law firm is responsible for payment of a \$1,000 retainer at the commencement of work and the remaining bill at the completion of the report in this matter. I will keep track of the number of hours I have spent working on this case, the balance of which

Charles L. Baum, Ph.D., Baum Economics LLC  
cbaum@baumeconomics.com, (615) 556-9287

over the retainer to be invoiced upon completion of my calculations and report. Additional work, such as updating the report or providing testimony, will be billed separately. Your law firm is responsible for payment. I am contracting with you and your law firm, not your client.

I understand that I will have access to confidential information. I will not disclose that information to third parties and will take reasonable steps to assure the information is kept confidential. I would be happy to sign any confidentiality agreement you or the court requests.

Please sign, date, and return a copy of this letter if you agree to the terms of our engagement.

Thank you for the opportunity, and I look forward to working with you on this case.

Sincerely,

*Charles L. Baum*

Charles L. Baum, Ph.D.  
Baum Economics LLC  
cbaum@baumeconomics.com  
(615) 556-9287

I acknowledge receipt of this retainer agreement, and I understand and approve the terms and conditions as noted therein.

Signature:



Printed name: Dolores Y. Leal

Date:

5/13/24

Charles L. Baum, Ph.D., Baum Economics LLC  
cbaum@baumeconomics.com, (615) 556-9287



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## Baum Economics LLC

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Baum Economics LLC  
2930 Cherry Blossom Lane  
Murfreesboro, TN 37129

June 8, 2024


Dear Ms. Leal,

Please let this letter serve as an invoice for \$2,337.50 (8.5 hours at \$275 per hour) for my report calculating the present value of economic losses in the Snookal case.

I'm also including my w-9 form for your convenience (on the next page).

You may send payment to Baum Economics LLC at the address above.

Best regards,



Charles L. Baum II  
Baum Economics LLC, Member  
Email: cbaum@baumeconomics.com  
Phone: (615) 556-9287

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## Baum Economics LLC

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Baum Economics LLC  
2930 Cherry Blossom Lane  
Murfreesboro, TN 37129

February 10, 2025

Dear Ms. Leal,

Please let this letter serve as an invoice for \$550 (2.0 hours at \$275 per hour) for my preparation time for my deposition in the Mark Snookal case. This includes our deposition prep zoom call.

I'm also including my w-9 form for your convenience (on the next page).

You may send payment to Baum Economics LLC at the address above.

Best regards,



Charles L. Baum II  
Baum Economics LLC, Member  
Email: cbaum@baumeconomics.com  
Phone: (615) 556-9287

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## Baum Economics LLC

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Baum Economics LLC  
2930 Cherry Blossom Lane  
Murfreesboro, TN 37129

August 25, 2025

Dear Ms. Leal and Ms. Flechsig,

Please let this letter serve as an invoice for opposing counsel for \$4,289.53 for my trial testimony, as per my fee schedule, in the Mark Snookal case, as itemized below:

- Trial Testimony Fee: \$1,500 (as per fee schedule)
- Trial Prep Time: \$962.50 (3.5 hours at \$275)
- Review and Critique of Chen Song Report: \$687.50 (2.5 hours at \$275)
- Southwest Flight: \$716.97
- LA Omni Hotel: \$202.13
- Cab Ride to Hotel: \$80.24
- Cab Ride to Airport: \$78.19
- Airport Parking: \$62.00

I'm also including my w-9 form for your convenience (on the next page).

You may send payment to Baum Economics LLC at the address above.

Best regards,

*Charles L. Baum*

Charles L. Baum II  
Baum Economics LLC, Member  
Email: cbaum@baumeconomics.com  
Phone: (615) 556-9287

## Penina Soleymani

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**From:** Dolores Leal  
**Sent:** Thursday, August 28, 2025 10:46 AM  
**To:** Greg Hulbert  
**Cc:** Olivia Flechsig; Penina Soleymani  
**Subject:** RE: Snookal/Chevron Trial

Greg,

This confirms our conversation.

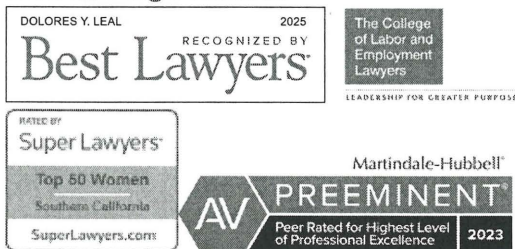
Based on Dr. Sobel's fee schedule, our firm will pay Dr. Sobel \$2,500 for his ½ day appearance at trial and the parking is waived.

Our office manager will mail Dr. Sobel the check.

Best regards,  
Dolores

Dolores Y. Leal (she/her)  
**ALLRED, MAROKO & GOLDBERG**  
6300 Wilshire Blvd. Suite 1500  
Los Angeles, CA 90048  
323 653 6530

**New York Office:**  
111 Broadway Suite 1406  
New York, NY 10006  
[www.amglaw.com](http://www.amglaw.com)  
[dleal@amglaw.com](mailto:dleal@amglaw.com)



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**From:** Greg Hulbert <[greg@gdhulbertlaw.com](mailto:greg@gdhulbertlaw.com)>  
**Sent:** Monday, August 11, 2025 6:16 PM  
**To:** Dolores Leal <[dleal@amglaw.com](mailto:dleal@amglaw.com)>  
**Cc:** Olivia Flechsig <[oflechsig@amglaw.com](mailto:oflechsig@amglaw.com)>; Angie Paz <[apaz@amglaw.com](mailto:apaz@amglaw.com)>; Josie Pena <[jpena@amglaw.com](mailto:jpena@amglaw.com)>  
**Subject:** Re: Snookal/Chevron Trial

Just sent it again. You should call him asap and coordinate with him.  
Sent from my iPhone

On Aug 11, 2025, at 6:12 PM, Greg Hulbert <[greg@gdhulbertlaw.com](mailto:greg@gdhulbertlaw.com)> wrote: